

# Exhibit 12

**ASSIGNMENT OF MEMBERSHIP INTEREST**

**THIS ASSIGNMENT** ("Agreement" or "Assignment") dated as of March 10, 2021, is made by CHAIM PORGES (hereinafter, "**Assignor**") to ABRAHAM KLEINMAN (hereinafter, "**Assignee**").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over unto Assignee, Assignor's right, title and interest in and to 50% of the membership interests in CHICAGO SECOND TOWER LLC & CHICAGO FIRST TOWER LLC, Illinois limited liability companies (collectively, the "**Company**"), together with all of Assignor's rights and obligations as a member holding 50% of the Membership Interest of the Company to the allocable share of the profits and losses, cash flow, proceeds from sale, and capital gains and losses of or with respect to the Company which may accrue or be paid or become payable before and after the date hereof until the dissolution or termination of the Company.

Such assignment of membership interest shall reduce Assignor's membership interest in the Company to Zero (0%) percent.

To have and to hold the same unto Assignee and its successors and assigns from and after the date hereof for the remainder of the term of the Company.

Assignor hereby agrees to indemnify the Assignee from any and all claims, charges, demands, damages, suits, rights or causes of action, existing now or arising hereafter, at law or equity or otherwise, relating to Assignor's breach of any warranties or representations hereunder, and any acts or omissions by Assignor prior to the date of this Assignment. The indemnification obligations hereunder shall include any legal fees incurred by the indemnitees with respect to any claims covered hereunder, as well as legal fees incurred in enforcing this indemnification.

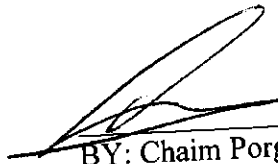
Other than as specifically provided in this Agreement, Assignor hereby releases the Assignee from any claims which have accrued or arisen from the beginning of time through the date of this Agreement.

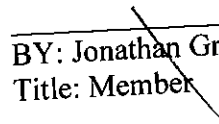
If any transfer taxes are due because of this Assignment they shall be the responsibility of and be borne by Assignor.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.


[SIGNATURE PAGE FOLLOWS]

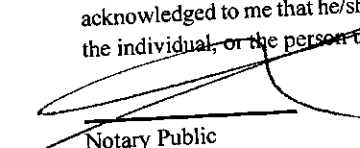
IN WITNESS WHEREOF, We have hereunto subscribed our name this 5th day of March 2021.

  
BY: Chaim Porges  
Title: Member

  
BY: Jonathan Greenwald  
Title: Member

STATE OF NEW YORK)  
COUNTY OF NEW YORK) ss.:

On the 10 day of March in the year 2021, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Mark J. Nussbaum  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02NU6207774  
Qualified in Rockland County  
Commission Expires June 15, 2021